

Exhibit "H"

Molly Moyer

From: Sachin Varghese <varghese@bmelaw.com>
Sent: Friday, July 3, 2020 9:54 AM
To: Richard E. Zelonka; Shayla A. Lytle
Cc: Palmer Jones; 'jtonge@atclawfirm.com'; 'Pat McDonough (pmcdonough@atclawfirm.com)'; Tiana S. Mykkeltvedt; Amanda Kay Seals; Michael R. Baumrind
Subject: [EXTERNAL] RE: Case 1:20-cv-01582-WMR Atain Specialty Insurance Company v. Virahi Hotel, LLC and Jane Doe 1
Attachments: Atain Complaint, ex. 2.pdf

Richard,

Good morning. We will agree that there is no coverage under the attached policy.

Regards,
Sachin

Manoj S. "Sachin" Varghese
BONDURANT MIXSON & ELMORE LLP
404.881.4102

From: Sachin Varghese
Sent: Thursday, June 25, 2020 6:17 PM
To: Richard E. Zelonka <RZelonka@wshblaw.com>; Shayla A. Lytle <SLytle@wshblaw.com>
Cc: Palmer Jones <EJones@wshblaw.com>; 'jtonge@atclawfirm.com' <jtonge@atclawfirm.com>; Pat McDonough (pmcdonough@atclawfirm.com) <pmcdonough@atclawfirm.com>; Tiana S. Mykkeltvedt <mykkeltvedt@bmelaw.com>; Amanda Kay Seals <Seals@bmelaw.com>; Michael R. Baumrind <Baumrind@bmelaw.com>
Subject: RE: Case 1:20-cv-01582-WMR Atain Specialty Insurance Company v. Virahi Hotel, LLC and Jane Doe 1

Richard,

Good evening. I don't have any thoughts on the merits of the arguments at this time, but am happy to revisit this conversation after we have an opportunity to study them. I'll plan to circle back with you on Wednesday.

Regards,
Sachin

Manoj S. "Sachin" Varghese
BONDURANT MIXSON & ELMORE LLP
404.881.4102

From: Richard E. Zelonka <RZelonka@wshblaw.com>
Sent: Thursday, June 25, 2020 5:23 PM
To: Sachin Varghese <varghese@bmelaw.com>; Shayla A. Lytle <SLytle@wshblaw.com>
Cc: Palmer Jones <EJones@wshblaw.com>; 'jtonge@atclawfirm.com' <jtonge@atclawfirm.com>; Pat McDonough

(pmcdonough@atclawfirm.com) <pmcdonough@atclawfirm.com>; Tiana S. Mykkeltvedt <mykkeltvedt@bmelaw.com>;
Amanda Kay Seals <Seals@bmelaw.com>; Michael R. Baumrind <Baumrind@bmelaw.com>

Subject: RE: Case 1:20-cv-01582-WMR Atain Specialty Insurance Company v. Virahi Hotel, LLC and Jane Doe 1

Sachin,

Now that we have an agreement on the waiver, would your client be interested in considering an agreement of no coverage for Virahi under Atain's Policy? We have a very limited time on risk and have several exclusions that are directly on point (A/B and sexual abuse exclusions). We also do not expressly insured Virahi.

Any thoughts before we both spend a great deal of time and money litigating the coverage issues? This would obviously not impact Virahi's coverage with other carriers?

Richard

Richard E. Zelonka

Partner | Wood, Smith, Henning & Berman LLP
1230 Peachtree Street NE, Suite 925 | Atlanta, GA 30309
rzelonka@wshblaw.com | **T** (470) 552-1152 | **M** (404) 895-8522

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